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12 *COSTCO WHOLESALE CORPORATION*

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 NANCY DERASMO, an individual,

16 CASE NO.: 2:22-cv-02043-JAD-DJA

17 Plaintiffs,

18 vs.

19 COSTCO WHOLESALE CORPORATION,
20 a Delaware Corporation; DOE INDIVIDUAL
21 RETAIL STORE OWNER, I through X,
22 inclusive; ROE ENTITY RETAIL STORE
23 OWNER, I through X, inclusive; DOE
24 INDIVIDUAL MAINTENANCE
25 CONTRACTORS, I through X, inclusive;
26 DOES INDIVIDUALS I through X,
27 inclusive; and ROE CORPORATIONS I
28 through X, inclusive.

ECF No. 20

Defendants.

29 **STIPULATION AND ORDER TO DISMISS WITH PREJUDICE**

30 Defendant, COSTCO WHOLESALE CORPORATION (hereinafter referred to as "Costco"),
31 by and through counsel, Edgar Carranza, Esq. and Ashley E. Walters, Esq. of the law firm of
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1 MESSNER REEVES, LLP and Plaintiff, NANCY DERASMO, by and through counsel David Thomas,
2 Esq. of G. Dallas Horton & Associates, hereby stipulate as follows:

3 1. Plaintiff filed her Complaint on or about October 25, 2022.
4 2. Defendant, Costco filed its Answer on or about November 16, 2022.
5 3. On November 17, 2022, Plaintiff filed her Petition for Exemption from Arbitration,
6 in which she detailed \$46,217.52 in past medical specials. Costco then confirmed with Plaintiff that
7 she would not be stipulating to limit the value of her case to less than \$75,000.

8 4. This matter was removed to this Court on December 9, 2022.
9 5. The parties held their FRCP 26(f) conference on January 11, 2023, after which the
10 parties filed the Stipulated Discovery Plan and Scheduling Order and embarked on discovery.

11 6. The Parties have been able to reach a mutually acceptable resolution to this matter
12 which is memorialized in the Settlement and Release Agreement executed contemporaneous hereto.

13 7. In reaching the resolution Costco does not admit any liability and continues to deny
14 the allegations in the Complaint. Nonetheless, Plaintiff hereby stipulates to waive any and all
15 claims against Defendant, Costco and dismiss this action with prejudice in exchange for the agreed
16 to resolution.

17 8. The parties also hereby stipulate, and this court hereby orders, that this settlement is
18 deemed a good faith settlement. Therefore, any and all claims by any other party against Costco
19 are hereby extinguished.

20 9. There is no trial date currently set in this matter.
21 10. For the above-outlined reasons, the parties hereby stipulate to dismiss the present
22 litigation, with prejudice.

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1 11. Plaintiff and Defendant, Costco will bear their own attorney's fees and costs related
2 to this litigation.
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4 DATED this 30th day of November, 2023.

DATED this 30th day of November, 2023.

5 **MESSNER REEVES LLP**

6 */s/ Edgar Carranza*

7 By: _____

8 Edgar Carranza, Esq.
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10 Ashley E. Walters, Esq.
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14 *Attorneys for Defendant*
15 COSTCO WHOLESALE CORPORATION

5 **G. Dallas Horton & Associates**

6 */s/ David Thomas*

7 By: _____

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11 Las Vegas, NV 89119
12 *Attorneys for Plaintiff*
13 NANCY DERASMO

MESSNER REEVES LLP



16 **ORDER**

17 Based on the parties' stipulation [ECF No. 20] and good cause appearing, IT IS HEREBY
18 ORDERED that THIS ACTION IS DISMISSED with prejudice, each side to bear its own fees and
19 costs. The Clerk of Court is directed to CLOSE THIS CASE.

20 DATED this 30th day of November, 2023.

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22 United States District Judge

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